

REQUEST FOR QUOTATION (THIS IS NOT AN ORDER)			THIS RFQ <input type="checkbox"/> IS <input type="checkbox"/> IS NOT A SMALL BUSINESS SET-ASIDE		PAGE 1 OF 23 PAGES
1. REQUEST NO. 53SBNB067089	2. DATE ISSUED 08/11/00	3. REQUISITION/PURCHASE REQUEST NO. 894-0083	4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1		RATING
5a. ISSUED BY NIST, 100 Bureau Drive Stop 3572, Bldg 301 Rm B117, Gaithersburg, MD 20899-3572			6. DELIVER BY (Date) See Statement of Work for Period of Performance		
5b. FOR INFORMATION CALL (NO COLLECT CALLS)			7. DELIVERY <input type="checkbox"/> FOB DESTINATION <input checked="" type="checkbox"/> OTHER (See Schedule)		
NAME Joseph L. Widdup (email: joseph.widdup@nist.gov)		TELEPHONE NUMBER AREA CODE 301 NUMBER 975-6324		9. DESTINATION	
8. TO:			a. NAME OF CONSIGNEE Vincent Stanford, NIST		
a. NAME		b. COMPANY All interested parties		b. STREET ADDRESS 100 Bureau Drive Stop 8940, Bldg 225 Rm A231	
c. STREET ADDRESS			c. CITY Gaithersburg		
d. CITY		e. STATE	f. ZIP CODE	d. STATE MD	e. ZIP CODE 20899-8940
10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5a ON OR BEFORE CLOSE OF BUSINESS (Date) 3:00PM on 8/24/00 (no faxes accepted)			IMPORTANT: This is a request for information, and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5a. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotation must be completed by the quoter.		

11. SCHEDULE (Include applicable Federal, State and local taxes)

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
0001	Services required by the attached Statement of Work	1392	HR	\$ _____	\$ _____
0002	Other Direct Costs (e.g., travel costs, registration and fees for conferences, training costs)	1	LOT	\$2,500.00 (not to exceed)	\$2,500.00 (not to exceed)

12. DISCOUNT FOR PROMPT PAYMENT	a. 10 CALENDAR DAYS (%)	b. 20 CALENDAR DAYS (%)	c. 30 CALENDAR DAYS (%)	d. CALENDAR DAYS	
				NUMBER	PERCENTAGE

NOTE: Additional provisions and representations ☐ are ☐ are not attached.

13. NAME AND ADDRESS OF QUOTER			14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION		15. DATE OF QUOTATION
a. NAME OF QUOTER			16. SIGNER		
b. STREET ADDRESS					
c. COUNTY			a. NAME (Type or print)	b. TELEPHONE AREA CODE	
d. CITY	e. STATE	f. ZIP CODE	c. TITLE (Type or print)	NUMBER	

STATEMENT OF WORK

1. BACKGROUND INFORMATION AND PURPOSE/OBJECTIVES OF THE PROCUREMENT

The scope of this purchase order involves developing reference implementations for an evolving interoperability standard for high speed parallel processing, presently called the NIST Smart Flow System, that supports distributed and cooperative processing for a variety of data acquisition and computing resources. This system provides a data transport layer and standardized application interface using data flow objects. The specific test case for this standard and its reference implementation involves microphone sensor systems for speech, and video sources for face recognition to facilitate interoperability and evaluation of automated spoken language technologies for use in perceptual interfaces. This requires the integration of several component technologies including speaker and person identification using face and voice, automatic speech recognition, for information retrieval. These technologies can be incorporated into interactive intelligent systems having spoken interfaces and complex multi-media information sub-systems providing access to information extracted from small group meetings.

The contractor shall provide labor to support NIST work in this area as described in this document.

2. MINIMUM CONTRACTOR QUALIFICATIONS

The contractor shall provide one person to perform the requirements of this purchase order. That person shall have at least three years of experience in parallel distributed processing, at least three years experience in Linux systems administration, and at least three years experience in using the following tools: C++ object oriented programming, PVM, MPI, and parallel processing systems including AutoMap and AutoLink, and Perl.

3. PERIOD OF PERFORMANCE FOR THIS PURCHASE ORDER

Date of Purchase Order Award through July 31, 2001

4. CONTRACTOR REQUIREMENTS

The contractor shall work onsite at NIST and collaborate with NIST personnel to perform the following tasks:

- a. Develop Smart Flow infrastructure software that supports the high-speed communication for parallel and pipelined sensor data streams using a parallel computing cluster, C++, Linux, MPI, PVM, AutoLink, AutoMap, and Perl. This will include a Perl library interface to the data flow and component system. This will facilitate the use of the system by programmers and end users that do not wish to implement detailed C/C++ API calls to configure high-speed data flows of heterogeneous objects, as defined in AutoLink.

- b. To provide systems administration work to maintain and extend NIST computational resources for smart space spoken language processing including its LINUX cluster, PC workstations, and LINUX-based workstations. The contractor shall also work with NIST to develop software prototypes for the NIST Smart Flow system, as applied to audio and video data collection and processing systems. This software will collect and archive data from multiple sensors, including the NIST microphone array and video camera array.
- c. Implement spoken language technology and spoken information retrieval applications in the NIST Smart Spaces using the Smart Flow reference implementation, as described in the NIST Smart Space Web Site under "Open Source" in Programmer's Guide and Users Guide available at <http://www.nist.gov/smartspace>. These demonstration technologies address recognition of people and speech, and information retrieval using an *existing* microphone array for processing of speech, and other multi-media sources including real time video for face tracking and recognition. The contractor shall build the data flow prototype software, and documentation, to bring these technologies into the Smart Flow system for distributed deployment with other technologies. This shall include interacting with information processing communities who participate in the NIST Smart Spaces Industrial Advisors Group. The contractor shall participate in the development of real time demonstration software, technical papers and reports and shall participate in the presentation of these results at workshops and meetings as appropriate. Technical solutions to high bandwidth communication problems in the Smart Flow system such broadcast, and multicast TCP/IP networking will be required.

5. REPORTING REQUIREMENTS AND DELIVERABLES

- a. The contractor shall provide a monthly report on system development activities, including code written, technical papers written, and system administration activities undertaken to keep the parallel cluster up to current release levels of Linux, PVM, MPI, and all other tools needed by the NIST Smart Flow System such as compilers, version control systems, and automated test tools.
- b. Throughout the period of performance of this purchase order, the contractor shall create software prototypes, production software, and document these deliverables, as appropriate, with internal code prologs, comments, and readme files, as necessitated based on the tasks being undertaken. The contractor shall also provide appropriate new and changed sections to the Programmer's Guide and User's Guide described in paragraph 4, section c above. The contractor shall also participate in the development of presentations and technical reports regarding these deliverables.
- c. Throughout the period of performance of this purchase order, the contractor shall deliver prototype speech, face and speaker recognition systems based on variously supplied recognition components modified to run under the Smart Flow distributed processing system, as necessitated based on the tasks being undertaken. The system configurations shall be documented in the Programmer's Guide and User's Guide described above.

6. WASHINGTON EDITORIAL REVIEW BOARD REVIEW AND APPROVAL OF TECHNICAL PAPERS PRODUCED DURING PERIOD OF PERFORMANCE

The contractor will initiate NIST approval by the NIST Washington Editorial Review Board of technical papers produced during the period of performance of this purchase order and will respond to all requirements of this process until WERB approval of same is received.

7. GOVERNMENT RESPONSIBILITIES

The Government shall provide office space, a desk, books, documentation, and all onsite computer equipment and software (a parallel computing cluster, C++, Linux, MPI, PVM, Autolink, Automap, and Perl) necessary for the contractor to carry out the work. The Government shall also pay for other direct costs (e.g., travel, registration and fees for conferences, and training) out of the not-to-exceed other direct cost figure of \$2,500.00 in the purchase order, as deemed necessary and appropriate by the Government for performance under this purchase order. Travel costs will be reimbursed in accordance with the FAR 31.205-46, travel costs.

8. INSPECTION AND ACCEPTANCE CRITERIA

- a. The reports of system development activities will be inspected by NIST technical staff, who will participate in/and approve the design of changes to the existing smart flow system. The reports will be inspected and either approved or, if they are not acceptable, they will be rejected by the COTR. The COTR will inspect such reports and determine their acceptability based on whether they are accurate and technically professional in general.
- b. The COTR will review and either approve or disapprove the deliverables for spoken language and multi-media retrieval technology demonstrations using the Smart Flow System. This review will occur before the deliverables are distributed to the research community. These will be evaluated in terms of data transmission volume, accuracy, and completeness.

2.9. ATTACHMENTS

Not Applicable

10. TERMS AND CONDITIONS

52.213-4 Terms and Conditions--Simplified Acquisitions (Other Than Commercial Items) (Feb 2000)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses that are incorporated by reference:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 52.222-3, Convict Labor (Aug 1996) (E.O. 11755).

(ii) 52.225-13, Restrictions on Certain Foreign Purchases (Feb 2000) (E.O.'s 12722, 12724, 13059, and 13067).

(iii) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(2) Listed below are additional clauses that apply:

(i) 52.232-1, Payments (Apr 1984).

(ii) 52.232-8, Discounts for Prompt Payment (May 1997).

(iii) 52.232-11, Extras (Apr 1984).

(iv) 52.232-25, Prompt Payment (Jun 1997).

(v) 52.233-1, Disputes (Dec 1998).

(vi) 52.244-6, Subcontracts for Commercial Items and Commercial Components (Oct 1998).

(vii) 52.253-1, Computer Generated Forms (Jan 1991).

(b) The Contractor shall comply with the following FAR clauses, incorporated by reference, unless the circumstances do not apply:

(1) The clauses listed below implement provisions of law or Executive order:

(i) Reserved.

(ii) 52.222-26, Equal Opportunity (Feb 1999) (E.O. 11246) (Applies to contracts over \$10,000).

(iii) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (Apr 1998) (38 U.S.C. 4212) (Applies to contracts over \$10,000).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793) (Applies to contracts over \$10,000).

(v) 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (Jan 1999) (38 U.S.C. 4212) (Applies to contracts over \$10,000).

(vi) Reserved.

(vii) 52.223-5, Pollution Prevention and Right-to-Know Information (Apr 1998) (E.O. 12856) (Applies to services performed on Federal facilities).

(viii) 52.225-1, Buy American Act--Balance of Payments Program--Supplies (Feb 2000) (41

U.S.C. 10a - 10d) (Applies to contracts for supplies, and to contracts for services involving the furnishing of supplies, for use within the United States if the value of the supply contract or supply portion of a service contract exceeds the micro-purchase threshold and the acquisition--

(A) Is set aside for small business concerns; or

(B) Cannot be set aside for small business concerns (see 19.502-2), and does not exceed \$25,000).

(ix) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (May 1999). (Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the Central Contractor Registration (CCR) database as its source of EFT information.)

(x) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (May 1999). (Applies when the payment will be made by EFT and the payment office does not use the CCR database as its source of EFT information.)

(2) Listed below are additional clauses that may apply:

(i) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (July 1995) (Applies to contracts over \$25,000).

(ii) Reserved.

(iii) Reserved.

(iv) 52.247-34, F.o.b. Destination (Nov 1991) (Applies to supplies if delivery is f.o.b. destination).

(c) *FAR 52.252-2, Clauses Incorporated by Reference (Feb 1998)*. This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://www.arnet.gov/far>

NUMBER	TITLE	DATE
52.227-14	RIGHTS IN DATA-GENERAL	JUN 1987
52.243-3	CHANGES-TIME-AND-MATERIALS OR LABOR-HOURS	AUG 1987

(d) *Inspection/Acceptance*. The Contractor shall tender for acceptance only those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its postacceptance rights--

(1) Within a reasonable period of time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(e) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(f) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges that the Contractor can demonstrate to the satisfaction of the Government, using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(g) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(h) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

11. 1352.216-73 CEILING PRICE (MARCH 2000)

The ceiling price of this purchase order is \$(inserted at time of award). The contractor shall not make expenditures nor incur obligations in the performance of this purchase order which exceed

the ceiling price specified herein, except at the Contractor's own risk.

12. SERVICE OF PROTESTS

Agency protest may be filed with the Contracting Officer or at a level above the Contracting Officer, with the agency Protest Decision Authority. See 64 Fed. Reg. 16,651 (April 6, 1999) (<http://www.nist.gov/admin/od/contract/agency.htm>) for the procedures for filing agency protests at the level above the Contracting Officer (with the Protest Decision Authority).

Agency protests filed with the Contracting Officer shall be sent to the following address:

National Institute of Standards and Technology
Attn: Joseph L. Widdup, Contracting Officer
100 Bureau Drive Stop 3572
Building 301 Room B117
Gaithersburg, MD 20899-3572
Phone: (301) 975-6324
Fax: (301) 963-7732

If a protest is filed with either the Protest Decision Authority, or with the General Accounting Office (GAO), a complete copy of the protest (including all attachments) shall be served upon both the Contracting Officer and Contract Law Division of the Office of the General Counsel within one day of filing with the Protest Decision Authority or with GAO. Service upon the Contract Law Division shall be made as follows:

U. S. Department of Commerce
Office of the General Counsel
Contract Law Division-Room 5893
Herbert C. Hoover Building
14th and Constitution Avenue, NW
Washington, D.C. 20230
Attn: Jerry Walz, Esquire
Fax: (202) 482-5858

13. 1352.237-73 KEY PERSONNEL (MARCH 2000)

a. The Contractor shall assign to this contract the following Key Personnel:

(Completed at time of purchase order award)

(Name)	(Position)
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b. The Contractor shall obtain the consent of the Contracting Officer prior to making Key Personnel substitutions. Replacements for Key Personnel must possess qualifications equal to or exceeding the qualifications of the personnel being replaced specified.

Requests for changes shall be submitted to the Contracting Officer at least 15 working days prior to making any permanent substitutions. The request should contain a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. The Contracting Officer will notify the Contractor within 10 working days after receipt of all required information of the decision on substitutions. The contract will be modified to reflect any approved changes.

14. 1352.231-70 DUPLICATION OF EFFORT (MARCH 2000)

The Contractor hereby certifies that costs for work to be performed under this contract and any subcontract hereunder are not duplicative of any costs charged against any other Government contract, subcontract, or other Government source. The Contractor agrees to advise the Contracting Officer, in writing, of any other Government contract or subcontract it has performed or is performing which involves work directly related to the purpose of this contract. The Contractor also certifies and agrees that any and all work performed under this contract shall be directly and exclusively for the use and benefit of the Government, and not incidental to any other work, pursuit, research, or purpose of the Contractor, whose responsibility it will be to account for it accordingly.

15. 1352.233-70 HARMLESS FROM LIABILITY (MARCH 2000)

The Contractor shall hold and save the Government, its officers, agents, and employees harmless from liability of any nature or kind, including costs and expenses to which they may be subject, for or on account of any or all suits or damages of any character whatsoever resulting from injuries or damages sustained by any person or persons or property by virtue of performance of this contract, arising or resulting in whole or in part from the fault, negligence, wrongful act or wrongful omission of the contractor, or any subcontractor, their employees, and agents.

16. SUITABILITY/RISK ASSESSMENT PROCESSING REQUIREMENTS

1352.237-72 Security Processing for Contractor/subcontractor Personnel Working on a Department of Commerce Site (Low and Moderate Risk Contracts)

A. Security Processing Requirements

(1) U.S. Citizens Working on DoC Site

All contractor (and subcontractor) personnel proposed to work on the premises of a Department of Commerce site for 180 days or more must undergo security processing by the Department's Office of Security (OSY) to be eligible to work on the site.

(2) Foreign Nationals (Non-U.S. Citizens)

Regardless of anticipated length of on-site work, all foreign nationals to be employed under this contract must:

- (a) Have legal visa status with the Immigration and Naturalization Service (INS);
- (3) Have advance approval from the servicing Security Officer in consultation with the Office of Security.

B. Submittal Requirements - U.S. Citizens

(1) Duration of Onsite Work: 180 to 364 days (between 6 months and 1 year)

For individuals who will be performing work on a DoC site between 180 and 364 days, the Department will perform a Special Agreement Check (SAC). The scope of the SAC will include checks of the Security/Suitability Investigations Index (SII), other agency files (INVA), Defense Clearance Investigations Index (DCII), FBI Fingerprint (FBIF), and the FBI Information Management Division (FBIN)

The contractor must complete and submit the following form to the Contracting Officer's Technical Representative (COTR):

- Form FD-258 (Fingerprint Chart).

Copies of this form can be obtained from the COTR. Upon receipt of the FD-258, the COTR will complete form OFI 86C (Special Agreement Check) and will forward both to the operating unit Security Officer. The security officer will advise the COTR whether work can commence prior to the suitability determination, based on the specifics of the situation. The COTR will notify the Contractor of an approved contract start date as well as favorable findings of the suitability determination.

(2) Duration of Onsite Work: 365 days (1 year) or more

Individuals proposed to perform work on a DoC site for 1 year (365 days) or more are required to have a NACI check (National Agency Check Plus Written Inquiries)

The contractor must complete and submit the following forms to the Contracting Officer's Technical Representative (COTR):

- Standard Form 85P (SF-85P, Questionnaire for Public Trust Positions), and
- FD-258 (Fingerprint Chart).

Copies of these forms can be obtained from the COTR. Upon receipt of the required forms, the COTR will forward the forms to the operating unit Security Officer. The security officer will advise the COTR whether work can commence prior to the suitability determination, based on the specifics of the situation. The COTR will notify the Contractor of an approved contract start date as well as favorable findings of the suitability determination.

C. Submittal Requirements - Foreign Nationals

All foreign nationals proposed to work on a DoC site will be subject to a Special Agreement Check (SAC) to determine whether the foreign national has official legal status in the United States.

The Contractor must submit the following forms to the COTR for all foreign nationals proposed to work on a DoC site must submit the following forms:

- FD-258 (Fingerprint Chart)
- Form OFI 86C (Special Agreement Check)
with signature authorization for release of information

Copies of these forms can be obtained from the COTR. Upon receipt of the required forms, the COTR will forward the forms to the operating unit Security Officer. The COTR will notify the Contractor of favorable findings and will notify the Contractor regarding an approved date to commence work under the contract.

D. Suitability Updates

Any individual (including foreign nationals) processed on the form OFI-86C (Special Agreement Check) who stays on the contract over 364 days will be required to have a NACI Complete suitability check to stay on the job site.

E. Notification of Disqualifying Information

If OSY receives disqualifying information on a contract employee, the Contractor, upon notification of such by the Contracting Officer, must immediately remove the employee from duties which require access to DOC facilities.

Individuals may be barred from working on the premises of a facility for any of the following:

1. Conviction of a felony of a crime of violence or of a misdemeanor involving moral turpitude.
3. Falsification of information entered on security screening forms or of other documents submitted to the Department.
4. Improper conduct once performing on the contract, including criminal, infamous, dishonest, immoral, or notoriously disgraceful conduct or other conduct prejudicial to the Government regardless of whether the conduct directly related to the contract.
4. Any behavior judged to pose a potential threat to departmental personnel or property.

Failure to comply with the requirements may result in termination of this purchase order. Compliance with these requirements shall not be construed as providing a contract employee clearance to have access to classified information.

17. GOVERNMENT SECURITY POLICY

All contractor personnel shall read and be familiar with the Computer Security Policy at NIST that can be downloaded from the NIST internal web site at:
<http://www-i.nist.gov/itl/security/nistpol.htm> (may be accessed only from a computer at NIST). This policy is hereby incorporated by reference as if fully set forth. The Contractor and its employee(s) agents shall abide by the terms and conditions of this policy throughout the period of performance of this purchase order.

18. FREQUENCY OF SUBMISSION OF INVOICES

The Contractor may submit a one invoice per month for services rendered under CLIN 001 (and, if applicable, CLIN 0002) during the previous month.

19. CONTRACTING OFFICER'S AUTHORITY

The Contracting Officer (CO) is the only person authorized to make or approve any changes in any of the requirements of the purchase order and, notwithstanding any provisions contained elsewhere in the purchase order, the said authority remains solely with the CO. In the event that the contractor takes any direction from any person other than the CO, the resultant changes will be considered to have been made without the CO's authority and no adjustment will be made in the purchase order terms and conditions, including price.

20. ORGANIZATIONAL CONFLICT OF INTEREST

- (a) The contractor warrants that, to the best of the contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the contractor has disclosed all such relevant information.
- (b) The contractor agrees that if an actual or potential organizational conflict of interest is discovered after award, the contractor will make a full disclosure in writing to the contracting officer. This disclosure shall include a description of actions that the contractor has taken or proposes to take, after consultation with the contracting officer, to avoid, mitigate or neutralize the actual or potential conflict.
- (c) Remedies - The contracting officer may terminate this purchase order for convenience, in whole or in part, if the contracting officer deems such termination necessary to avoid an organizational conflict of interest. If the contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the contracting officer, the Government may terminate the purchase order for default, debar the contractor from Government contracting, or pursue such other remedies as may be permitted by law or this purchase order.
- (d) The contractor further agrees to insert provisions that shall conform substantially to the language of this clause, including paragraph (d), in any subcontract or consultant agreement hereunder.

21. 1352.228-70 INSURANCE COVERAGE (MARCH 2000)

Pursuant to the clause "Insurance-Work on a Government Installation (FAR 52.228-5)," the Contractor will be required to present evidence to show, as a minimum, the amounts of insurance coverage indicated below:

- a. **Workers Compensation and Employer's Liability.** The Contractor is required to comply with applicable federal and state workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the

employer's liability section of the insurance policy, except when contract operations are so commingled with a Contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 shall be required, except in states with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

b. General Liability.

1. The Contractor shall have bodily injury liability insurance coverage written on the comprehensive form of policy of at least \$500,000 per occurrence.

2. Property Damage Liability Insurance shall be required in the amount of \$_____.

c. Automobile Liability. The Contractor shall have automobile liability insurance written on the comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage.

d. Aircraft Public and Passenger Liability. When aircraft are used in connection with performing the contract, the Contractor shall have aircraft public and passenger liability insurance. Coverage shall be at least \$200,000 per person and \$500,000 per occurrence for bodily injury, other than passenger liability, and \$200,000 per occurrence for property damage. Coverage for passenger liability bodily injury shall be at least \$200,000 multiplied by the number of seats or passengers, whichever is greater.

e. Vessel liability. When contract performance involves use of vessels, the contracting officer shall require, as determined by the agency, vessel collision liability and protection and indemnity liability insurance.

22. QUOTE SUBMISSION INSTRUCTIONS

The quoter shall provide two (2) copies of their quote to the following address by the date and time noted in block 10 of page 1 to this RFQ:

National Institute of Standards and Technology
Attn: Joseph L. Widdup, Contracting Officer
100 Bureau Drive Stop 3572
Building 301 Room B117
Gaithersburg, MD 20899-3572
Phone: (301) 975-6324
Email: joseph.widdup@nist.gov

In submitting a quote in response to this RFQ, each quoter shall ensure that they submit the following with their quote:

- (1) Completed Schedule of Prices/Costs (firm-fixed-price filled in for item 0001 on page 1).
- (2) Written description of their understanding of the Statement of Work (SOW) requirements (shall not be a repetition of the SOW requirements) and the technical approach that would be employed to perform the SOW requirements.
- (3) Resume of the person that would perform the requirements of the SOW under a resultant purchase order. The resume shall indicate both educational background and work experience and shall demonstrate that all minimum requirements under paragraph 2, "Minimum Contractor Qualifications," of this RFQ are met.
- (4) Past performance references for up to three (3) efforts that are either currently being performed or have been completed within the past 3 years. Note: These past or current efforts must be similar in scope and nature to the SOW requirements in this RFQ. Past performance references shall include all of the following: (a) name of referenced individual, (b) phone number of referenced individual, (c) name of company/organization that work was done for, (d) company/organization address, (e) description of the work performed under that effort, (f) dollar amount of that effort, (g) contract type for that effort and (h) period of performance for that effort.
- (5) A fully completed set of "Offeror Representations and Certifications" beginning on the next page.

FAXED QUOTES WILL NOT BE ACCEPTED

23. EVALUATION CRITERIA AND BASIS FOR PURCHASE ORDER AWARD

The Government will award a purchase order resulting from this RFQ to the responsible quoter whose quote conforming to this RFQ will be most advantageous to the Government, price and other factors considered. Award for the purchase order will involve a tradeoff process whereby the following factors will be considered in selecting the awardee: (a) written description of understanding of the SOW requirements and the technical approach proposed to satisfy the SOW requirements; (b) resume of key person that would perform the SOW requirements; (c) past performance information; and (d) price. Award may be made to other than the lowest priced quote.

Offeror Representations and Certifications

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the standard industrial classification code designated.

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and size standards in this solicitation.

"Women-owned small business concern" means a small business concern--

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

____ TIN: _____.

____ TIN has been applied for.

____ TIN is not required because:

____ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

____ Offeror is an agency or instrumentality of a foreign government;

____ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

____ Sole proprietorship;

____ Partnership;

____ Corporate entity (not tax-exempt);

____ Corporate entity (tax-exempt);

____ Government entity (Federal, State, or local);

____ Foreign government;

____ International organization per 26 CFR 1.6049-4;

____ Other _____.

(5) Common parent.

____ Offeror is not owned or controlled by a common parent;

____ Name and TIN of common parent:

Name _____.

TIN _____.

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it ____ is, ____ is not a small business concern.

(2) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general

statistical purposes, that it ____ is, ____ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ____ is, ____ is not a women-owned small business concern.

Note: Complete paragraphs (c)(4) and (c)(5) only if this solicitation is expected to exceed the simplified acquisition threshold.

(4) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ____ is, ____ is not a women-owned business concern.

(5) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(6) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. [Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]

(i) [Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).] The offeror represents as part of its offer that it ____ is, ____ is not an emerging small business.

(ii) [Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).] Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Number of Employees	Average Annual Gross Revenues
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51 - 100	<input type="checkbox"/> \$1,000,001 - \$2 million
<input type="checkbox"/> 101 - 250	<input type="checkbox"/> \$2,000,001 - \$3.5 million
<input type="checkbox"/> 251 - 500	<input type="checkbox"/> \$3,500,001 - \$5 million
<input type="checkbox"/> 501 - 750	<input type="checkbox"/> \$5,000,001 - \$10 million
<input type="checkbox"/> 751 - 1,000	<input type="checkbox"/> \$10,000,001 - \$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

(7) [Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]

(i) General. The offeror represents that either--

(A) It ☐ is, ☐ is not certified by the Small Business Administration as a small disadvantaged business concern and is listed, on the date of this representation, on the register of small disadvantaged business concerns maintained by the Small Business Administration, and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It ☐ has, ☐ has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) ☐ Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(7)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:_____.]

(d) Representations required to implement provisions of Executive Order 11246--(1) Previous contracts and compliance. The offeror represents that--

(i) It ☐ has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It ____ has, ____ has not filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It ____ has developed and has on file, ____ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It ____ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act--Trade Agreements--Balance of Payments Program Certificate. (Applies only if FAR clause 52.225-9, Buy American Act--Trade Agreement--Balance of Payments Program, is included in this solicitation.) (1) The offeror hereby certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product (as defined in the clause entitled "Buy American Act-Trade Agreements--Balance of Payments Program") and that components of unknown origin have been considered to have been mined, produced, or manufactured outside the United States, a designated country, a North American Free Trade Agreement (NAFTA) country, or a Caribbean Basin country, as defined in section 25.401 of the Federal Acquisition Regulation.

(2) Excluded End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN
_____	_____
_____	_____
_____	_____

(List as necessary)

(3) Offers will be evaluated by giving certain preferences to domestic end products, designated country end products, NAFTA country end products, and Caribbean Basin country end products over other end products. In order to obtain these preferences in the evaluation of each excluded end product listed in paragraph (f)(2) of this provision, offerors must identify and certify below

those excluded end products that are designated or NAFTA country end products, or Caribbean Basin country end products. Products that are not identified and certified below will not be deemed designated country end products, NAFTA country end products, or Caribbean Basin country end products. Offerors must certify by inserting the applicable line item numbers in the following:

(i) The offeror certifies that the following supplies qualify as "designated or NAFTA country end products" as those terms are defined in the clause entitled "Buy American Act--Trade Agreements--Balance of Payments Program":

(Insert line item numbers)

(ii) The offeror certifies that the following supplies qualify as "Caribbean Basin country end products" as that term is defined in the clause entitled "Buy American Act--Trade Agreements--Balance of Payments Program":

(Insert line item numbers)

(4) Offers will be evaluated in accordance with FAR Part 25.

(g)(1) Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program. (Applies only if FAR clause 52.225-21, Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program, is included in this solicitation.) (i) The offeror certifies that each end product being offered, except those listed in paragraph (g)(1)(ii) of this provision, is a domestic end product (as defined in the clause entitled "Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program," and that components of unknown origin have been considered to have been mined, produced, or manufactured outside the United States.

(ii) Excluded End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN
<hr/>	<hr/>
<hr/>	<hr/>

(List as necessary)

(iii) Offers will be evaluated by giving certain preferences to domestic end products or NAFTA country end products over other end products. In order to obtain these preferences in the evaluation of each excluded end product listed in paragraph (g)(1)(ii) of this provision, offerors must identify and certify below those excluded end products that are NAFTA country end products. Products that are not identified and certified below will not be deemed NAFTA country end products. The offeror certifies that the following supplies qualify as "NAFTA country end products" as that term is defined in the clause entitled "Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program":

(Insert line item numbers)

(iv) Offers will be evaluated in accordance with Part 25 of the Federal Acquisition Regulation. In addition, if this solicitation is for supplies for use outside the United States, an evaluation factor of 50 percent will be applied to offers of end products that are not domestic or NAFTA country end products.

(2) Alternate I. If Alternate I to the clause at 52.225-21 is included in this solicitation, substitute the following paragraph (g)(1)(iii) for paragraph (g)(1)(iii) of this provision:

(g)(1)(iii) Offers will be evaluated by giving certain preferences to domestic end products or Canadian end products over other end products. In order to obtain these preferences in the evaluation of each excluded end product listed in paragraph (b) of this provision, offerors must identify and certify below those excluded end products that are Canadian end products. Products that are not identified and certified below will not be deemed Canadian end products.

The offeror certifies that the following supplies qualify as "Canadian end products" as that term is defined in the clause entitled "Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program":

[Insert line item numbers]

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). The offeror certifies, to the best of its knowledge and belief, that--

(1) The offeror and/or any of its principals ____ are, ____ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) ____ Have, ____ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and ____ are, ____ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(End of provision)

Alternate I (Oct 1998). As prescribed in 12.301(b)(2), add the following paragraph (c)(8) to the basic provision:

(8) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(2) or (c)(7) of this provision.) [The offeror shall check the category in which its ownership falls]:

____ Black American.

____ Hispanic American.

____ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

____ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

____ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

____ Individual/concern, other than one of the preceding.

Alternate II (Oct 1998). As prescribed in 12.301(b)(2), add the following paragraph (c)(7)(iii) to the basic provision:

(iii) Address. The offeror represents that its address ____ is, ____ is not in a region for which a small disadvantaged business procurement mechanism is authorized and its address has not changed since its certification as a small disadvantaged business concern or submission of its application for certification. The list of authorized small disadvantaged business procurement

mechanisms and regions is posted at <http://www.arnet.gov/References/sdbadjustments.htm>. The offeror shall use the list in effect on the date of this solicitation. "Address," as used in this provision, means the address of the offeror as listed on the Small Business Administration's register of small disadvantaged business concerns or the address on the completed application that the concern has submitted to the Small Business Administration or a Private Certifier in accordance with 13 CFR part 124, subpart B. For joint ventures, "address" refers to the address of the small disadvantaged business concern that is participating in the joint venture.

Alternate III (Jan 1999). As prescribed in 12.301(b)(2), add the following paragraph (c)(9) to the basic provision:

(9) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that--

(i) It ____ is, ____ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal place of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ____ is, ____ is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(9)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.]

Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation

(End of provision)